

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, Sec. 39m)

PROJECT MANUAL:
UNION STREET STRUCTURAL SIDEWALK REPAIRS
INVITATION FOR BID #12-68

Pre-Bid Meeting: April 19, 2012 at 11:00 a.m.
Bid Opening Date: April 27, 2012 at 11:00 a.m.

APRIL 2012
Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

April 23, 2012

ADDENDUM #1

INVITATION FOR BID #12-68

UNION STREET STRUCTURAL SIDEWALK REPAIRS

THIS ADDENDUM IS TO: **Answer the following Questions from the Pre-Bid Meeting:**

Q1. How long will the restaurant have to shut down for?

A1. Exact amount of time unknown. The restaurant will be closed until work that affects the operation of the restaurant is completed.

Q2. How long will the sidewalk and parking areas have to be closed down?

A2. Exact amount of time unknown. The sidewalk and adjacent parking areas will be closed until all work is completed.

Q3. Parallams are pressure treated, galvanized steel option, as long as not cost to the City?

A3. Contractor will be allowed to use galvanized structural steel beams at no additional cost to the City. General Contractor will be responsible for the design and construction of the galvanized steel beams. The City's design consultant will review all submittals prior to acceptance. All connections to the steel beams are to be galvanized A325 bolts at no additional cost to the City.

Q4. Jacking not required of E slab?

A4. No jacking of the existing slab is anticipated at this time.

Q5. Will permits and fees be waived by the City?

A5. YES

Q6. DPW have standard details for stamped conc.

A6. YES

Q7. Is a Waterproofing system required?

A7. Yes, see Note on Contract Drawing S-1 "Contractor is to provide a waterproofing procedure subject to approval by the City of Newton (especially protection of all structures and businesses located within and/or below the indicated work zones).

Q8. Was this a Mandatory Pre-Bid?

A8. NO

Q9. With MWBE, what goal do you have to reach? And is it enforced?

A9. The City's MBE and WBE goal for construction contracts estimated in value of over \$50,000 is set out in Section IV Construction Activities, Subsection A. Goals. A copy for Section IV is attached hereto.

The City expects its contractors to comply with the "City of Newton Minority/Women Business Enterprise Plan, dated December 1, 1999 and revised to January 21, 2010", including more specifically the requirements of Section IV, Subsections C and D. Failure to make good faith efforts to comply with the City's MWBE Plan may result in enforcement as outlined in Section IV, Subsection F.

Q10. Does the contractors' shoring design require a stamp by the professional structural engineer, registered within the Commonwealth of MA?

A10. YES. The general contractor is to submit the stamped temporary shoring drawings to the City of Newton for record purposes only. The design and construction of all temporary shoring is the sole responsibility of the general contractor.

Q11. The Contract Drawing indicates the excavation shall be performed under the supervision of a geotechnical engineer. Would a professional structural engineer, registered within the Commonwealth, with experience with soil structure interaction be acceptable?

A11. During the pre-bid stage the answer to this question is NO. However, once the contract is awarded, the in-writing qualifications of any proposed substitutions will be reviewed by the City of Newton and their consultant.

Q12. The sidewalk removal and replacement operations will result in a lack of access to the first floor businesses at 85, 87 and 91 Union Street. Although the lack of access is expected to be limited for each business, what are the City's expectations of the Contractor during this period?

A12. The City expects that the General Contractor will make safe accommodations for employees and customers to visit and occupy the businesses during construction. The businesses are to remain open during all construction activities.

Q13. Beyond the Trench Permit, are any other permits required?

A13. An "occupy" sidewalk permit will be required from the City of Newton Engineering Division (fee to be waived by the City).

Q14. What are the known or expected utilities, embedded or other appurtenant items within the sidewalk or coincident with the proposed frost wall?

A14. No existing utilities are known at this time. Contractor must contact DIG-SAFE and other private utility companies prior to start of work.

Q15. No provisions to jack or otherwise alter the elevation of existing concrete slabs to remain are shown within the contract documents. Therefore, the proposed slab is presumed to meet the existing slab.

A15. Correct. The G.C. is to take proper precautions to ensure that no additional concrete slab deflection occurs. If existing concrete slab deflection does occur, the G.C. is to perform a repair jacking procedure.

Q16. Can the existing granite curbing between the existing brick foundation wall and bituminous concrete pavement remain in place during the construction effort?

A16. NO. The Contract Drawing calls for the installation of new granite curbing. At what point the existing curb is removed is strictly the responsibility of the general contractor (a part of the G.C.'s means and methods). However, if during the removal of the existing curbing the curbing remains intact, the contractor will reinstall the existing granite curbing per City of Newton Standards.

Q17. Will the City remove and reset the existing parking meters and supports within the contract limits?

A17. YES

Q18. The Contract Drawing indicates removal of the existing sidewalk is limited to 4' sections. This appears inconsistent with construction joint locations and installation of underpinning elements.

A18. The removal width can be increased to match the sidewalk joint width (approximately 5' to 6' maximum)

Q19. Will the General Contractor have the option of removing and rebuilding the approximately 25' long walk-in freezer?

A19. Removal of the walk-in freezer will be allowed. If removed, the general contractor must reinstall the freezer in a manner acceptable to the freezer owner. The contractor is responsible for the integrity and functional operation of the freezer during removal and reinstallation.

Q20. Is a detailed site inspection of current conditions required prior to bidding?

A20. It is highly recommended that all prospective bidders contact the City of Newton for a detailed site visit of the exterior extent of work and the interior affected areas of work prior to bidding on the project.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Purchasing Department

**CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised**

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
 - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
 - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
 - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
 - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
 - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

CITY OF NEWTON

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END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-68**

The City of Newton invites sealed bids from Contractors for:

UNION STREET STRUCTURAL SIDEWALK REPAIRS

Pre-Bid Meeting: 11:00 a.m., April 19, 2012 located at Newton City Hall, Room 204

Bids will be received until: 11:00 a.m., April 27, 2012

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The proposed project involves the repair of a section of sidewalk along Union Street in Newton, Massachusetts. The scope of sidewalk repair measures approximately 450 square feet in plan. The details of the repair are indicated on Contract Structural Drawing S-1 by Griffin Engineering Group, LLC (titled: City Of Newton Sidewalk Repair, Union St., Newton, MA.; Revision 1 dated 10/18/11.)

The Scope of Work includes excavation work, the demolition of the existing reinforced concrete slab, installation of the new epoxy reinforced concrete slab and beams, the supporting members (including a new cast-in-place concrete frost wall, parallel wood framing beams and steel lally columns with their supporting concrete footings – including local demolition and repair of the interior basement slab).

Additional work includes: the fabrication and installation of curbing; drilling, reinforcing and grouting into the existing reinforced concrete slabs. All work must be performed in accordance with the Massachusetts Building Code, 8th Edition.

See Contract Drawing S-1 for Bid Quantities

SPECIAL CONSIDERATIONS:

The project requires construction that is above and within the basements of existing businesses (including work located above a large restaurant walk-in freezer). The Contractor is required to construct a water tight zone within and below the work zone. The Contractor is to provide a waterproofing procedure prior to commencement of work, subject to the approval of the City Of Newton.

Temporary shoring and support system is required. The Contractor is to coordinate all temporary support with the affected Owners, Businesses and the City Of Newton, prior to the commencement of any Construction.

The City Of Newton will be responsible for payment of Police details. It is the Contractor's responsibility to schedule (and cancel if necessary) all detail officers for the duration of the project (see Special Provisions).

Contract Documents will be available online at www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 a.m., April 12, 2012. Bids must be submitted with one Original and one Copy.**

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Anticipated start date is July 9, 2012. Time for completion is forty-five (45) calendar days from the Notice To Proceed.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The

successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond and a Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all “on-site” work.

Once you’ve downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company’s Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maryann LaRosee
Purchasing Department

April 12, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, April 20, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-68**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR:
- * NAME OF PROJECT AND **INVITATION NUMBER**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds **+/- 5 per cent.** Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

Price Adjustment Clauses – to apply as follows:

- **Diesel and Gasoline** – The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period. Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate

their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.

- **Liquid Asphalt** –The price adjustment shall apply only to the actual virgin Liquid Asphalt content contained in the applicable Asphalt and/or Bituminous Concrete mixture.
No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #12-68

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

UNION STREET STRUCTURAL SIDEWALK REPAIRS

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Contractor shall insert prices for each item in ink, in both words and figures.

_____ Dollars and \$ _____
(Contract price shall equal the Total of the attached Item Sheets)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Item Sheet, 1 page
- ☐ A five percent (5%) bid deposit.

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond and a performance bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____

(Name of General Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The forms are provided for informational purposes only. The awarded contractor will need to complete and submit the following to execute a contract for this bid.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

UNION STREET STRUCTURAL SIDEWALK REPAIRS

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract, **forty five (45) calendar days**. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #12-68 issued by the Purchasing Department;
- c. The Project Manual for: Supply, deliver & Install **UNION STREET STRUCTURAL SIDEWALK REPAIRS** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds in the amount of
\$ _____ are
available in account number
13D401A-586001

I further certify that the Mayor, or his
designee, is authorized to execute contracts
and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT & BONDS ARE APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of dollars (\$_____) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of _____, 2012 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____ 2012.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2012 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____, 2012.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

(DELETED)

ARTICLE 2

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

ARTICLE 3

Plans, Drawings, Profiles

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 4

Inspection

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 5

Change in Plans and Work

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 6

Time and Manner of Doing the work - Beginning and Completion

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6A

Liquidated Damages

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

Daily Charge
Per Calendar Day
\$500.00

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 6B

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 7

Lines and Grades

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

ARTICLE 8

Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 9

Co-operation with Other Contractors

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 10

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

ARTICLE 11

Compensation for Work

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

Final Payment--Claims Against Contractor

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 12
Responsibility for Work--Contractor's Responsibility

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 13
LIGHTS--GUARDS

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

ARTICLE 14
Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 15
Defective Work and Materials

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they

have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

ARTICLE 16

Employment of Labor

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 17

Laws and Regulations--Contractor to Comply with Law

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract _____
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract.

SUBCONTRACTOR'S CERTIFICATION

_____. Certifies that:
Contractor's Name

2. it tends to use the following listed construction trades in the work under the contract _____
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.95	\$8.56	\$7.27	0.00	\$46.78
	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.02	\$8.56	\$7.27	0.00	\$46.85
	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.14	\$8.56	\$7.27	0.00	\$46.97
	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. ASBESTOS WORKERS LOCAL 6 (BOSTON)	12/01/2011	\$28.40	\$9.90	\$5.95	0.00	\$44.25
ASPHALT RAKER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/04/2012

Wage Request Number: 20120404-036

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/04/2012

Wage Request Number: 20120404-036

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs
City/Town: NEWTON

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	03/01/2012	\$46.56	\$10.18	\$17.25	0.00	\$73.99

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/04/2012

Wage Request Number: 20120404-036

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
CARPENTER CARPENTERS - ZONE 2 (Eastern Massachusetts)	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	02/01/2012	\$45.10	\$9.93	\$16.51	0.00	\$71.54
CHAIN SAW OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$40.52	\$10.00	\$12.40	0.00	\$62.92
	06/01/2012	\$41.09	\$10.00	\$12.40	0.00	\$63.49
	12/01/2012	\$41.71	\$10.00	\$12.40	0.00	\$64.11
	06/01/2013	\$42.49	\$10.00	\$12.40	0.00	\$64.89
	12/01/2013	\$43.27	\$10.00	\$12.40	0.00	\$65.67
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$45.01	\$7.80	\$14.60	0.00	\$67.41
	01/01/2013	\$46.01	\$7.80	\$14.60	0.00	\$68.41

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.25	\$0.00	\$35.81
3	60	\$27.01	\$7.80	3.54	\$0.00	\$38.35
4	65	\$29.26	\$7.80	3.84	\$0.00	\$40.90
5	70	\$31.51	\$7.80	12.83	\$0.00	\$52.14
6	75	\$33.76	\$7.80	13.13	\$0.00	\$54.69
7	80	\$36.01	\$7.80	13.42	\$0.00	\$57.23
8	90	\$40.51	\$7.80	14.01	\$0.00	\$62.32

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs
City/Town: NEWTON

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

Apprentice - LABORER Demo (Group 1)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER Demo (Group 3)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BURNERS 12/01/2011 \$32.55 \$7.10 \$12.45 0.00 \$52.10
LABORERS - ZONE 1

Apprentice - LABORER Demo (Group 2)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85

Notes:

Apprentice to Journeyworker Ratio:1:5

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35

Apprentice - LABORER Demo (Group 3)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER Demo (Group 2)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
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Apprentice - LABORER Demo (Group 1)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs

City/Town: NEWTON

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

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DEVAL L. PATRICK
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<div>Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80</div> <div>Apprentice to Journeyworker Ratio:2:3***</div>						

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						

Apprentice - ELEVATOR CONSTRUCTOR - Local 4
Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						

FENCE & GUARD RAIL ERECTOR	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
<i>LABORERS - ZONE 1</i>						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$37.49	\$10.00	\$12.20	0.00	\$59.69
	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$38.88	\$10.00	\$12.20	0.00	\$61.08
	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$20.91	\$10.00	\$12.20	0.00	\$43.11
	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
LOCAL 103 / COMMISSIONING ELECTRICIANS	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
FIREMAN (ASST. ENGINEER)	12/01/2011	\$33.23	\$10.00	\$12.40	0.00	\$55.63
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$33.70	\$10.00	\$12.40	0.00	\$56.10
	12/01/2012	\$34.23	\$10.00	\$12.40	0.00	\$56.63
	06/01/2013	\$34.88	\$10.00	\$12.40	0.00	\$57.28
	12/01/2013	\$35.54	\$10.00	\$12.40	0.00	\$57.94
FLAGGER & SIGNALER	12/01/2011	\$20.50	\$7.10	\$12.45	0.00	\$40.05
LABORERS - ZONE 1						
FLOORCOVERER	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61
FLOORCOVERERS LOCAL 2168 ZONE 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
GLAZIERS LOCAL 35 (ZONE 2)	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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Governor
TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/Cranes/GRADALLS	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - HOIST/PORT. ENG.- Local 4

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$10.00	0.00	\$0.00	\$31.74
2	60	\$23.71	\$10.00	12.40	\$0.00	\$46.11
3	65	\$25.69	\$10.00	12.40	\$0.00	\$48.09
4	70	\$27.66	\$10.00	12.40	\$0.00	\$50.06
5	75	\$29.64	\$10.00	12.40	\$0.00	\$52.04
6	80	\$31.62	\$10.00	12.40	\$0.00	\$54.02
7	85	\$33.59	\$10.00	12.40	\$0.00	\$55.99
8	90	\$35.57	\$10.00	12.40	\$0.00	\$57.97

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	12.40	\$0.00	\$46.45
3	65	\$26.06	\$10.00	12.40	\$0.00	\$48.46
4	70	\$28.06	\$10.00	12.40	\$0.00	\$50.46
5	75	\$30.07	\$10.00	12.40	\$0.00	\$52.47
6	80	\$32.07	\$10.00	12.40	\$0.00	\$54.47
7	85	\$34.08	\$10.00	12.40	\$0.00	\$56.48
8	90	\$36.08	\$10.00	12.40	\$0.00	\$58.48

Notes:

Apprentice to Journeyworker Ratio:1:6

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
INSULATOR (PIPES & TANKS) <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2012	\$38.28	\$7.70	\$17.95	0.00	\$63.93
IRONWORKERS LOCAL 7	09/16/2012	\$39.28	\$7.70	\$17.95	0.00	\$64.93
	03/16/2013	\$40.53	\$7.70	\$17.95	0.00	\$66.18

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.97	\$7.70	17.95	\$0.00	\$48.62
2	70	\$26.80	\$7.70	17.95	\$0.00	\$52.45
3	75	\$28.71	\$7.70	17.95	\$0.00	\$54.36
4	80	\$30.62	\$7.70	17.95	\$0.00	\$56.27
5	85	\$32.54	\$7.70	17.95	\$0.00	\$58.19
6	90	\$34.45	\$7.70	17.95	\$0.00	\$60.10

Effective Date - 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.57	\$7.70	17.95	\$0.00	\$49.22
2	70	\$27.50	\$7.70	17.95	\$0.00	\$53.15
3	75	\$29.46	\$7.70	17.95	\$0.00	\$55.11
4	80	\$31.42	\$7.70	17.95	\$0.00	\$57.07
5	85	\$33.39	\$7.70	17.95	\$0.00	\$59.04
6	90	\$35.35	\$7.70	17.95	\$0.00	\$61.00

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER - Zone 1

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: TREE REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

Notes:

Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
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Prevailing Wage Rates

As determined by the Director under the provisions of the
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JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MILLWRIGHT (Zone 1) MILLWRIGHTS LOCAL 1121 - Zone 1	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio: 1:5

MORTAR MIXER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$21.28	\$10.00	\$12.40	0.00	\$43.68
	06/01/2012	\$21.56	\$10.00	\$12.40	0.00	\$43.96
	12/01/2012	\$21.90	\$10.00	\$12.40	0.00	\$44.30
	06/01/2013	\$22.32	\$10.00	\$12.40	0.00	\$44.72
	12/01/2013	\$22.74	\$10.00	\$12.40	0.00	\$45.14

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$24.51	\$10.00	\$12.40	0.00	\$46.91
	06/01/2012	\$24.85	\$10.00	\$12.40	0.00	\$47.25
	12/01/2012	\$25.24	\$10.00	\$12.40	0.00	\$47.64
	06/01/2013	\$25.72	\$10.00	\$12.40	0.00	\$48.12
	12/01/2013	\$26.21	\$10.00	\$12.40	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$45.01	\$7.80	\$14.60	0.00	\$67.41
	01/01/2013	\$46.01	\$7.80	\$14.60	0.00	\$68.41

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGESTANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.25	\$0.00	\$35.81
3	60	\$27.01	\$7.80	3.54	\$0.00	\$38.35
4	65	\$29.26	\$7.80	3.84	\$0.00	\$40.90
5	70	\$31.51	\$7.80	12.83	\$0.00	\$52.14
6	75	\$33.76	\$7.80	13.13	\$0.00	\$54.69
7	80	\$36.01	\$7.80	13.42	\$0.00	\$57.23
8	90	\$40.51	\$7.80	14.01	\$0.00	\$62.32

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$35.91	\$7.80	\$14.60	0.00	\$58.31
	01/01/2013	\$36.91	\$7.80	\$14.60	0.00	\$59.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs
City/Town: NEWTON

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	3.25	\$0.00	\$30.80
3	60	\$21.55	\$7.80	3.54	\$0.00	\$32.89
4	65	\$23.34	\$7.80	3.84	\$0.00	\$34.98
5	70	\$25.14	\$7.80	12.83	\$0.00	\$45.77
6	75	\$26.93	\$7.80	13.13	\$0.00	\$47.86
7	80	\$28.73	\$7.80	13.42	\$0.00	\$49.95
8	90	\$32.32	\$7.80	14.01	\$0.00	\$54.13

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$33.97	\$7.80	\$14.60	0.00	\$56.37
	01/01/2013	\$34.97	\$7.80	\$14.60	0.00	\$57.37

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	3.25	\$0.00	\$29.73
3	60	\$20.38	\$7.80	3.54	\$0.00	\$31.72
4	65	\$22.08	\$7.80	3.84	\$0.00	\$33.72
5	70	\$23.78	\$7.80	12.83	\$0.00	\$44.41
6	75	\$25.48	\$7.80	13.13	\$0.00	\$46.41
7	80	\$27.18	\$7.80	13.42	\$0.00	\$48.40
8	90	\$30.57	\$7.80	14.01	\$0.00	\$52.38

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 1</i>	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
PAINTER / TAPER (BRUSH, NEW) *	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$32.57	\$7.80	\$14.60	0.00	\$54.97
	01/01/2013	\$33.57	\$7.80	\$14.60	0.00	\$55.97

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	3.25	\$0.00	\$28.96
3	60	\$19.54	\$7.80	3.54	\$0.00	\$30.88
4	65	\$21.17	\$7.80	3.84	\$0.00	\$32.81
5	70	\$22.80	\$7.80	12.83	\$0.00	\$43.43
6	75	\$24.43	\$7.80	13.13	\$0.00	\$45.36
7	80	\$26.06	\$7.80	13.42	\$0.00	\$47.28
8	90	\$29.31	\$7.80	14.01	\$0.00	\$51.12

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.78	\$8.56	\$7.27	0.00	\$46.61
	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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TIMOTHY P. MURRAY
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER - Local 12

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$51.54 Step5 with lic\$57.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1						
POWDERMAN & BLASTER	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
LABORERS - ZONE 1						

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) ROOFERS LOCAL 33	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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Governor

TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs

City/Town: NEWTON

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
3	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
4	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
5	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
6	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
7	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	45	\$18.92	\$9.82	7.45	\$1.09	\$37.28
3	50	\$21.02	\$9.82	8.42	\$1.18	\$40.44
4	60	\$25.22	\$9.82	9.60	\$1.34	\$45.98
5	65	\$27.33	\$9.82	10.32	\$1.42	\$48.89
6	75	\$31.53	\$9.82	11.76	\$1.59	\$54.70
7	85	\$35.73	\$9.82	12.69	\$1.75	\$59.99

Notes:

Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78
PAINTERS LOCAL 35 - ZONE 2						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio: 1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.53	\$8.56	\$7.27	0.00	\$47.36
	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
SPRINKLER FITTERS LOCAL 550	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/04/2012

Wage Request Number: 20120404-036

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Wage Request Number: 20120404-036

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 City/Town: NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 04/04/2012

Wage Request Number: 20120404-036

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68
Description of Work: Union Street Structural Sidewalk Repairs
City/Town: NEWTON

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

TERRAZZO FINISHERS	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93
BRICKLAYERS LOCAL 3 - MARBLE & TILE						

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

Notes:						
Steps are 800 hrs.						
Apprentice to Journeyworker Ratio:1:3						

TEST BORING DRILLER	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
LABORERS - FOUNDATION AND MARINE						

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Prevailing Wage Rates

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

Apprentice to Journeyworker Ratio: 1:3

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-68

City/Town: NEWTON

Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.82	\$8.56	\$7.27	0.00	\$47.65
	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-68 **City/Town:** NEWTON
Description of Work: Union Street Structural Sidewalk Repairs

Job Location: Union Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2012

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

A. SUMMARY OF WORK

The proposed project involves the repair of a section of sidewalk along Union Street in Newton, Massachusetts. The scope of sidewalk repair measures approximately 450 square feet in plan. The details of the repair are indicated on Contract Structural Drawing S-1 by Griffin Engineering Group, LLC (titled: City Of Newton Sidewalk Repair, Union St., Newton, MA.; Revision 1 dated 10/18/11.)

The Scope of Work includes excavation work, the demolition of the existing reinforced concrete slab, installation of the new epoxy reinforced concrete slab and beams, the supporting members (including a new cast-in-place concrete frost wall, parallam wood framing beams and steel lally columns with their supporting concrete footings – including local demolition and repair of the interior basement slab).

Additional work includes: the fabrication and installation of curbing; drilling, reinforcing and grouting into the existing reinforced concrete slabs. All work must be performed in accordance with the Massachusetts Building Code, 8th Edition.

See Contract Drawing S-1 for Bid Quantities

SPECIAL CONSIDERATIONS:

The project requires construction that is above and within the basements of existing businesses (including work located above a large restaurant walk-in freezer). The Contractor is required to construct a water tight zone within and below the work zone. The Contractor is to provide a waterproofing procedure prior to commencement of work, subject to the approval of the City Of Newton.

Temporary shoring and support system is required. The Contractor is to coordinate all temporary support with the affected Owners, Businesses and the City Of Newton, prior to the commencement of any Construction.

The City Of Newton will be responsible for payment of Police details. It is the Contractor's responsibility to schedule (and cancel if necessary) all detail officers for the duration of the project (see Special Provisions)

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of the project, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.
- B. The time for substantial completion pursuant to Article 2 of the Contract shall:

NOTICE: * TIME IS OF THE ESSENCE *

Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond and a Performance bond each in the amount of 50% of the contract total.**

Anticipated start date is July 9, 2012 Time for completion is forty-five (45) calendar days from the Notice To Proceed.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 7 of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

ITEM DESCRIPTION & BID PRICE

ITEM: 1 - UNION STREET SIDEWALK REPAIR - LUMP SUM			\$ _____
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ITEM DESCRIPTION & BID PRICE

ITEM: 2 - MISCELLANEOUS WORK ALLOWANCE (ENGINEER'S DISCRETIONARY FUND) THE SUM OF: _____ TWO THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 2,000.00 _____) PER ALLOWANCE	1	ALL.	\$2,000
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TOTAL BID PRICE :

\$ _____

(Total Bid Price must be entered in "PARAGRAPH C" of the BID FORM).

END OF SECTION

SECTION 1 – UNION STREET SIDEWALK REPAIR – LUMP SUM**ITEM 1 – SCOPE OF WORK**Description

The proposed project involves the repair of a section of sidewalk along Union Street in Newton, Massachusetts. The scope of sidewalk repair measures approximately 450 square feet in plan. The details of the repair are indicated on Contract Structural Drawing S-1 by Griffin Engineering Group, LLC (titled: City Of Newton Sidewalk Repair, Union St., Newton, MA.; Revision 1 dated 10/18/11.)

The Scope of Work includes excavation work, the demolition of a portion of the existing reinforced concrete slab, installation of the new epoxy reinforced concrete slab and beams, the supporting members (including a new cast-in-place concrete frost wall, parallam wood framing beams and steel lally columns with their supporting concrete footings – including local demolition and repair of the interior basement slab).

Additional work includes: the fabrication and installation of curbing; drilling, reinforcing and grouting into the existing reinforced concrete slabs. All work must be performed in accordance with the Massachusetts Building Code, 8th Edition.

See Contract Drawing S-1 for Bid Quantities

SPECIAL CONSIDERATIONS:

- A. The project requires construction in areas occupied by business owners, employees and customers.
- B. The scope of work involves work activities that are above and within the basements of existing “open” businesses (including work located above a large restaurant walk-in freezer).
- C. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- D. Work activities will “open/expose” the basement areas/businesses to the elements, waterproofing and security of the affected businesses are the responsibility of the Contractor. The Contractor is required to construct a water tight zone within and below the work zone. The Contractor is to provide a waterproofing procedure prior to commencement of work, subject to the approval of the City Of Newton.
- E. Pedestrian access and safety around the construction area is the responsibility of the Contractor.
- F. Temporary shoring and support system is required. The Contractor is to coordinate all temporary support with the affected Owners, Businesses and the City Of Newton, prior to the commencement of any Construction.
- G. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, shall be restored to original condition.

ITEM 2– MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETIONARY FUND)Description

The intent of this section is not for work or materials typically incidental to other work items performed and/or rendered under this contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the “Miscellaneous Work Allowance”.

The sum to be allowed for the work of this **Item 2 shall be two thousand dollars (\$2,000.00).**

All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion:

- a. Unit prices previously bid
- b. An agreed lump sum
- c. The actual cost of:
 - 1. labor, including foreman;
 - 2. materials entering permanently into the work;
 - 3. the ownership or rental cost of construction plant & equipment during the time of use on the extra work;
 - 4. power and consumable supplies for the operation of power equipment;
 - 5. insurance;
 - 6. social security and old age, and unemployment benefits.

Basis of Payment

Payment for work completed under **Item 2** shall be as specified above, in full or in part, as pre-approved by the Engineer.

ITEM 3 - ALLOWANCE FOR PAYMENT OF POLICE OFFICERS

(a) The City Of Newton will be responsible for payment of Police details.

(b) Article 1 of the Special Conditions of the Contract shall apply.

(c) Under this item the Contractor shall be responsible for ordering, scheduling, and/or for canceling details on a day to day basis. **In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail.**

(d) The Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall **not hold the City responsible for any loss of time**, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

END OF SECTION

City of Newton

Massachusetts 02459

Engineering Division

Phone (617) 796-1020

FAX (617) 796-1051

Permit Number _____

Date Issued _____

Expiration Date _____

Fee: \$50 x _____ = _____
Trenches Total



TRENCH PERMIT

Pursuant to G.L. c. 82A §1 and 520 CMR 7.00 et seq.(as amended)

THIS PERMIT MUST BE FULLY COMPLETED PRIOR TO CONSIDERATION

Name of Applicant			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Excavator (if different from applicant)			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Owner(s) of Property			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Other Contact			Permit Fee Received No () Yes ()			
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg; pipes/cable lines etc..). Please use reverse side if additional space is needed.						
Insurance Certificate #:						
Name and Contact Information of Insurer:						

Policy Expiration Date:	
Dig Safe #:	
Name of Competent Person (as defined by 520 CMR 7.02):	
Massachusetts Hoisting License #	
License Grade:	Expiration Date:

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

_____ **DATE** _____

EXCAVATOR SIGNATURE (IF DIFFERENT)

_____ **DATE** _____

OWNER'S SIGNATURE (IF DIFFERENT)

_____ **DATE:** _____

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	\$_____ Application Fee
PERMITTING AUTHORITY	
DATE	
CONDITIONS OF APPROVAL	

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps

Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for

instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety's website at www.mass.gov/dps

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to www.osha.gov.

- **Trench Definition per the OSHA standard:**
 - An excavation made below the surface of the ground, narrow in relation to its length.
 - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
 - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Digsafe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.

- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
 - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., $O_2 < 19.5\%$ or $> 23.5\%$, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches $> 6'$ deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

END OF SECTION

The proposed project involves the repair of a section of sidewalk along Union Street in Newton, Massachusetts. The scope of sidewalk repair measures approximately 450 square feet in plan. The details of the repair are indicated on Contract Structural Drawing S-1 by Griffin Engineering Group, LLC (titled: City Of Newton Sidewalk Repair, Union St., Newton, MA.; Revision 1 dated 10/18/11.)

The Scope of Work includes excavation work, the demolition of a portion of the existing reinforced concrete slab, installation of the new epoxy reinforced concrete slab and beams, the supporting members (including a new cast-in-place concrete frost wall, parallam wood framing beams and steel lally columns with their supporting concrete footings – including local demolition and repair of the interior basement slab).

Additional work includes: the fabrication and installation of curbing; drilling, reinforcing and grouting into the existing reinforced concrete slabs. All work must be performed in accordance with the Massachusetts Building Code, 8th Edition.

See Contract Drawing S-1 for Bid Quantities

SPECIAL CONSIDERATIONS:

- H. The project requires construction in areas occupied by business owners, employees and customers.
- I. The scope of work involves work activities that are above and within the basements of existing “open” businesses (including work located above a large restaurant walk-in freezer).
- J. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- K. Work activities will “open/expose” the basement areas/businesses to the elements, waterproofing and security of the affected businesses are the responsibility of the Contractor. The Contractor is required to construct a water tight zone within and below the work zone. The Contractor is to provide a waterproofing procedure prior to commencement of work, subject to the approval of the City Of Newton.
- L. Pedestrian access and safety around the construction area is the responsibility of the Contractor.
- M. Temporary shoring and support system is required. The Contractor is to coordinate all temporary support with the affected Owners, Businesses and the City Of Newton, prior to the commencement of any Construction.
- N. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, shall be restored to original condition.

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Welding Certificates: Copies of certificates for welding procedures and personnel.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with requirements indicated, based on comprehensive testing of current materials.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for formwork and shoring and reshoring installations that are similar to those indicated for this Project in material, design, and extent.
- C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 - 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- F. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- G. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
 - 1. Avoid damaging coatings on steel reinforcement.

1.7 PRE-BID CONFERENCE

- A. All prospective bidders are required to attend a pre-bid conference.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

- G. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A, Grade 60, deformed (Provide Epoxy reinforcement where indicated on the drawings).
- B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A, Grade 60. Cut bars true to length with ends square and free of burrs.

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I/II.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
 - 1. Class: Severe weathering region, but not less than 3S.
 - 2. Nominal Maximum Aggregate Size: 3/4 inch (19 mm).
 - 3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).
- C. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. 7 Percent Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

- G. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Catexol 1000CL; Axim Concrete Technologies.
 - b. MCI 2000 or MCI 2005; Cortec Corporation.
 - c. DCI or DCI-S; W. R. Grace & Co., Construction Products Div.
 - d. Rheocrete 222+; Master Builders, Inc.
 - e. FerroGard-901; Sika Corporation.

2.6 VAPOR RETARDERS

- A. Vapor Retarder: ASTM E 1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D 4397, not less than 6 mils thick:
1. Nonwoven, polyester-reinforced, polyethylene coated sheet; 6 mils thick.
 2. Three-ply, nylon- or polyester-cord-reinforced, laminated, high-density polyethylene sheet; 7.8 mils (0.18 mm) thick.
- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4 (4.75-mm) sieve and 10 to 30 percent passing a No. 100 (0.15-mm) sieve; meeting deleterious substance limits of ASTM C 33 for fine aggregates.
- C. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.7 FLOOR AND SLAB TREATMENTS

- A. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- B. Unpigmented Mineral Dry-Shake Floor Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, and plasticizing admixture.
- C. Pigmented Mineral Dry-Shake Floor Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides interground with cement.
1. Colors: As selected by Architect from manufacturer's full range for these characteristics.
- D. Penetrating Liquid Floor Treatment: Sodium silicate; odorless; colorless; that penetrates, hardens, and densifies concrete surfaces. Maximum VOC allowed: lowest VOC available, 600 grams/liter (maximum).
- E. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- F. Products: Subject to compliance with requirements, provide one of the following:
1. Unpigmented Mineral Dry-Shake Floor Hardener:
 - a. Non-Metallic Floor Hardener; Burke Group, LLC (The).
 - b. Concolor; ChemMasters.
 - c. Conshake 500; Conspec Marketing & Manufacturing Co., Inc.
 - d. Quartz Tuff; Dayton Superior Corporation.
 - e. Surfex; Euclid Chemical Co.

- f. Tycron; Kaufman Products, Inc.
- g. Colorhard; Lambert Corporation.
- h. Quartzplate; L&M Construction Chemicals, Inc.
- i. Maximent; Master Builders, Inc.
- j. Floor Quartz; Metalcrete Industries.
- k. Hard Top; Richmond Screw Anchor Co.
- l. Lithochrome Color Hardener; L. M. Scofield Co.
- m. Harcol; Sonneborn, Div. of ChemRex, Inc.
- n. Durag Premium; Sternson Group.
- o. Hard Top; Symons Corporation.

2. Pigmented Mineral Dry-Shake Floor Hardener:

- a. Non-Metallic Floor Hardener; Burke Group, LLC (The).
- b. Concolor; ChemMasters.
- c. Conshake 600; Conspec Marketing & Manufacturing Co., Inc.
- d. Quartz Tuff; Dayton Superior Corporation.
- e. Surflex; Euclid Chemical Co.
- f. Tycron; Kaufman Products, Inc.
- g. Colorhard; Lambert Corporation.
- h. Quartzplate; L&M Construction Chemicals, Inc.
- i. Maximent; Master Builders, Inc.
- j. Floor Quartz; Metalcrete Industries.
- k. Lithochrome Color Hardener; L. M. Scofield Co.
- l. Harcol; Sonneborn, Div. of ChemRex, Inc.
- m. Colorplete; Sternson Group.

3. Penetrating Liquid Floor Treatment:

- a. Manufacturer meeting the requirements of Spec. Section 2.7D.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- G. Products: Subject to compliance with requirements, provide one of the following:

1. Evaporation Retarder:

- a. Cimfilm; Axim Concrete Technologies.
- b. Finishing Aid Concentrate; Burke Group, LLC (The).
- c. Spray-Film; ChemMasters.
- d. Aquafilm; Conspec Marketing & Manufacturing Co., Inc.
- e. Sure Film; Dayton Superior Corporation.
- f. Eucobar; Euclid Chemical Co.
- g. Vapor Aid; Kaufman Products, Inc.
- h. Lambco Skin; Lambert Corporation.
- i. E-Con; L&M Construction Chemicals, Inc.

- j. Confilm; Master Builders, Inc.
- k. Waterhold; Metalcrete Industries.
- l. Rich Film; Richmond Screw Anchor Co.
- m. SikaFilm; Sika Corporation.
- n. Finishing Aid; Symons Corporation.
- o. Certi-Vex EnvioAssist; Vexcon Chemicals, Inc.

2. Clear, Solvent-Borne, Membrane-Forming Curing Compound:

- a. AH Clear Cure; Anti-Hydro International, Inc.
- b. Spartan-Cote; Burke Group, LLC (The).
- c. Spray-Cure & Seal 15; ChemMasters.
- d. Conspec #1-15 percent solids; Conspec Marketing & Manufacturing Co., Inc.
- e. Day-Chem Cure and Seal; Dayton Superior Corporation.
- f. Diamond Clear; Euclid Chemical Co.
- g. Nitocure S; Fosroc.
- h. Cure & Seal 309; Kaufman Products Inc.
- i. Lambco 120; Lambert Corporation.
- j. L&M Dress & Seal 18; L&M Construction Chemicals, Inc.
- k. CS-309; W. R. Meadows, Inc.
- l. Seal N Kure; Metalcrete Industries.
- m. Rich Seal 14 percent UV; Richmond Screw Anchor Co.
- n. Kure-N-Seal; Sonneborn, Div. of ChemRex, Inc.
- o. Flortec 14; Sternson Group.
- p. Cure & Seal 14 percent; Symons Corporation.
- q. Clear Seal 150; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
- r. Acrylic Cure; Unitex.
- s. Certi-Vex AC 309; Vexcon Chemicals, Inc.

2.9 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- B. Epoxy Joint Filler: Cork.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
 - 1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 - 2. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.0217-inch- (0.55-mm-) thick galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6 mm).
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5700 psi (39 MPa) at 28 days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Footings, Concrete Piers and Foundation Walls: Proportion normal-weight concrete mix as follows:
1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
 2. Maximum Slump: 4 inches (100 mm).
 3. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches (200 mm) after admixture is added to concrete with 2- to 4-inch (50- to 100-mm) slump.
- D. Slab-on-Grade & Structural Slabs: Proportion normal-weight concrete mix as follows:
1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
 2. Minimum Cementitious Materials Content: 520 lb/cu. yd. (309 kg/cu. m).
 3. Maximum Slump: 4 inches (100 mm).
- E. Cementitious Materials: For concrete exposed to deicers, limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.
- F. Cementitious Materials: Percentage range, by weight, of cementitious materials other than portland cement in concrete as follows:
1. Combined Fly ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent Portland cement minimum, with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- G. Maximum Water-Cementitious Materials Ratio: 0.45 for concrete exposed to deicers or subject to freezing and thawing while moist.
- H. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
1. Air Content: 7 percent for 1-inch- (25-mm-) nominal maximum aggregate size.
- I. Do not air entrain concrete to trowel-finished interior slabs. Do not allow entrapped air content to exceed 3 percent.
- J. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

- K. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch (3 mm).
 - 2. Class B, 1/4 inch (6 mm).
 - 3. Class C, 1/2 inch (13 mm).
 - 4. Class D, 1 inch (25 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 - 1. Do not use rust-stained steel form-facing material.

- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete, where indicated on Contract Drawings.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.
 - 2. Install reglets to receive top edge of foundation sheet waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork that supports weight of concrete in place until concrete has achieved the following:
 - 1. At least 70 percent of 28-day design compressive strength.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 SHORES AND RESHORES

- A. Comply with ACI 318 (ACI 318M), ACI 301, and recommendations in ACI 347R for design, installation, and removal of shoring and reshoring.
- B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR RETARDERS

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.
- B. Fine-Graded Granular Material: Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus 3/4 inch (19 mm).
- C. Granular Fill: Cover vapor retarder with granular fill, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus 3/4 inch (19 mm).
 - 1. Place and compact a 1/2-inch- (13-mm-) thick layer of fine-graded granular material over granular fill.

3.6 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Shop- or field-weld reinforcement according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one and one-half mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete. See Structural Contract Drawings for location of required control and construction joints.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of slabs.
 - 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
 - 3. Locate joints for slabs in the middle third of spans.
 - 4. Locate horizontal joints in walls at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
- C. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- E. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- F. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- G. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

- H. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.

3.9 FINISHING FORMED SURFACES:

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.
1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
 2. Do not apply rubbed finish to smooth-formed finish.
- C. Rubbed Finish: Apply the following to smooth-formed finished concrete:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 FINISHING SLABS:

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide stamped concrete where indicated on Structural Contract Drawing.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes.
1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system
 2. Finish surfaces to the following tolerances, measured within 24 hours according to ASTM E 1155/E 1155M for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 25; and levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and levelness, F(L) 15.
 3. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot-(3.05-m-) long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following:
 - a. 1/8 inch (3.2 mm).
- E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- G. Slip-Resistive Aggregate Finish: Before final floating, apply slip-resistive aggregate finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions and as follows:
1. Uniformly spread 25 lb/100 sq. ft. (12 kg/10 sq. m) of dampened slip-resistive aggregate over surface in one or two applications. Tamp aggregate flush with surface, but do not force below surface.
 2. After broadcasting and tamping, apply float finish.
 3. After curing, lightly work surface with a steel wire brush or an abrasive stone, and water to expose slip-resistive aggregate.
- H. Mineral Dry-Shake Floor Hardener Finish: After initial floating, apply mineral dry-shake materials to surfaces according to manufacturer's written instructions and as follows:
1. Uniformly apply mineral dry-shake materials at a rate of 100 lb/100 sq. ft. (49 kg/10 sq. m), unless greater amount is recommended by manufacturer.
 2. Uniformly distribute approximately two-thirds of mineral dry-shake materials over surface by hand or with mechanical spreader, and embed by power floating. Follow power floating with a second mineral dry-shake application, uniformly distributing remainder of material, and embed by power floating.
 3. After final floating, apply a trowel finish. Cure concrete with curing compound recommended by dry-shake material manufacturer and apply immediately after final finishing.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

3.12 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to

manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

- C. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.13 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 - 2. Do not apply to concrete that is less than seven days old.
 - 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.
- B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Owner's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Owner.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, pop outs, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 - 7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Owner's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Owner's approval.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- C. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 3 cu. yd. but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least one randomly selected batch.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 - 3. 7 Percent Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
 - 5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but a minimum of one test for each day's pour of each concrete mix.
 - 6. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
 - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
 - 7. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
 - a. Test two field-cured specimens at 7 days and two at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- D. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- E. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- F. Test results shall be reported in writing to Owner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- G. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner but will not be used as sole basis for approval or rejection of concrete.
- H. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Owner.

SECTION 05120

STRUCTURAL STEEL

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

4.2 SUMMARY

- A. This Section includes structural steel.

4.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract..
- B. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Mill test reports signed by manufacturers certifying that their products, including the following, comply with requirements.
 - 1. Structural steel, including chemical and physical properties.
 - 2. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
 - 3. Direct-tension indicators.
 - 4. Shop primers.
 - 5. Nonshrink grout.

4.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the Work.
- C. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
 - 2. AISC's "Load and Resistance Factor Design (LFRD) Specification for Structural Steel Buildings."
 - 3. AISC's "Seismic Provisions for Structural Steel Buildings."
 - 4. ASTM A 6 (ASTM A 6M) "Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
 - 5. Research Council on Structural Connections' (RCSC) "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 6. Research Council on Structural Connections' (RCSC) "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

- D. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel."
 - 1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

4.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver structural steel to Project site in such quantities and at such times to ensure continuity of installation.
- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.
 - 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 2. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

4.6 SEQUENCING

- A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

4.7 PRE-BID CONFERENCE:

- A. Attendance at a pre-bid conference is required of all bidders.

PART 5 - PRODUCTS

5.1 MATERIALS

- A. Structural Steel Shapes, Plates, and Bars: As follows:
 - 1. High-Strength, Low-Alloy Columbium-Vanadium Steel: ASTM A 572 (ASTM A 572M), Grade 50.
- B. Cold-Formed Structural Steel Tubing: ASTM A 500, Grade B.
- C. Hot-Formed Structural Steel Tubing: ASTM A 501.
- D. Steel Pipe: ASTM A 53, Type E or S, Grade B.
 - 1. Weight Class: Standard.
 - 2. Finish: Black.
- E. Anchor Rods, Bolts, Nuts, and Washers: As follows:
 - 1. Unheaded Rods: ASTM A 36 (ASTM A 36M).
 - 2. Unheaded Bolts: ASTM A 687, high strength.
 - 3. Headed Bolts @ Wood Connection Only: ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); carbon-steel, hex-head bolts; and carbon-steel nuts.
 - 4. Headed Bolts @ Steel Connection: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts and heavy hex carbon-steel nuts.
 - 5. Washers: ASTM A 36 (ASTM A 36M).
- F. Nonhigh-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); carbon-steel, hex-head bolts; carbon-steel nuts; and flat, unhardened steel washers.

1. Finish: Plain, uncoated.
- G. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.
1. Finish: Hot-dip zinc-coating, ASTM A 153, Class C.
 2. Finish: Mechanically deposited zinc-coating, ASTM B 695, Class 50.
 3. Direct-Tension Indicators: ASTM F 959, Type 325.
- a. Finish: Mechanically deposited zinc-coating, ASTM B 695, Class 50.
- H. Welding Electrodes: Comply with AWS requirements, E70xx Electrodes, 3/16" thick, min..

5.2 PRIMER

- A. Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer with good resistance to normal atmospheric corrosion, complying with performance requirements of FS TT-P-664.

5.3 GROUT

- A. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404, Size No. 2. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, of consistency suitable for application, and a 30-minute working time.

5.4 FABRICATION

- A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate structural steel according to AISC specifications referenced in this Section.
1. Identify high-strength structural steel according to ASTM A 6 (ASTM A 6M) and maintain markings until steel has been erected.
 2. Mark and match-mark materials for field assembly.
 3. Fabricate for delivery a sequence that will expedite erection and minimize field handling of structural steel.
 4. Complete structural steel assemblies, including welding of units, before starting shop-priming operations.
 5. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded.
- C. Finishing: Accurately mill ends of columns and other members transmitting loads in bearing.
- D. Holes: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members.
1. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning. Drill holes in bearing plates.
 2. Weld threaded nuts to framing and other specialty items as indicated to receive other work.

5.5 SHOP CONNECTIONS

- A. Shop install and tighten nonhigh-strength bolts, except where high-strength bolts are indicated.

- B. Shop install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Shop install and tighten high-strength bolts according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Bolts: ASTM A 325 (ASTM A 325M) high-strength bolts, unless otherwise indicated.
- D. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
 - 2. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds 1/2 inch (13 mm) and larger. Grind flush butt welds. Dress exposed welds.

5.6 SHOP PRIMING

- A. Shop prime all steel surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits. Prepare surfaces according to SSPC specifications as follows:
 - 1. SSPC-SP 10 "Near-White Blast Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply 2 coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.
- D. Painting: Apply a 1-coat, nonasphaltic primer complying with SSPC's "Painting System Guide No. 7.00" to provide a dry film thickness of not less than 1.5 mils (0.038 mm).

PART 6 - EXECUTION

6.1 EXAMINATION

- A. Before erection proceeds, and with the steel erector present, verify elevations of concrete and masonry bearing surfaces and locations of anchorages for compliance with requirements.
- B. Do not proceed with erection until unsatisfactory conditions have been corrected.

6.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

6.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC specifications referenced in this Section.

- B. Base and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
 - 3. Pack grout solidly between bearing surfaces and plates so no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
 - a. Comply with manufacturer's instructions for proprietary grout materials.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be when completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Finish sections thermally cut during erection equal to a sheared appearance.
- H. Do not enlarge unfair holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts.

6.4 FIELD CONNECTIONS

- A. Install and tighten nonhigh-strength bolts, except where high-strength bolts are indicated.
- B. Install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Install and tighten high-strength bolts according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Bolts: ASTM A 325 (ASTM A 325M) high-strength bolts, unless otherwise indicated.
- D. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Comply with AISC specifications referenced in this Section for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds 1/2 inch (13 mm) and larger. Grind flush butt welds. Dress exposed welds.

6.5 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.
 - 1. Apply by brush or spray to provide a minimum dry film thickness of 1.5 mils (0.038 mm).

END OF SECTION 05120

SECTION 06100

ROUGH CARPENTRY

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

7.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.

7.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

7.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Engineered Wood Products: Obtain each type of engineered wood product from one source and by a single manufacturer.

7.5 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
 - 1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

7.6 PRE-BID CONFERENCE:

- A. Attendance at a pre-bid conference is mandatory.

PART 8 - PRODUCTS

8.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Wood-Preservative-Treated Materials (Do not use chemicals containing chromium, copper chromate arsenate or arsenic. Use copper based preservative pressure treatment):
 - a. Baxter: J. H. Baxter Co.
 - b. Chemical Specialties, Inc.
 - c. Continental Wood Preservers, Inc.
 - d. Hickson Corp.
 - e. Hoover Treated Wood Products, Inc.
 - f. Osmose Wood Preserving, Inc.
2. Laminated-Veneer Lumber:
 - a. Alpine Structures.
 - b. Boise Cascade Corp.
 - c. Georgia-Pacific Corp.
 - d. Louisiana-Pacific Corp.
 - e. Trus Joist MacMillan.
 - f. Willamette Industries, Inc.
3. Metal Framing Anchors:
 - a. Cleveland Steel Specialty Co.
 - b. Harlen Metal Products, Inc.
 - c. Silver Metal Products, Inc.
 - d. Simpson Strong-Tie Company, Inc.
 - e. Southeastern Metals Manufacturing Co., Inc.

8.2 LUMBER, GENERAL

A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.

B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:

1. NELMA - Northeastern Lumber Manufacturers Association.
2. NLGA - National Lumber Grades Authority (Canadian).
3. RIS - Redwood Inspection Service.
4. SPIB - Southern Pine Inspection Bureau.
5. WCLIB - West Coast Lumber Inspection Bureau.
6. WWPA - Western Wood Products Association.

C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.

1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.

D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

1. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

8.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPAC2 (lumber) and AWPAC9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
1. Do not use chemicals containing chromium, copper chromate arsenate or arsenic. Use copper based preservative pressure treatment.
 2. For exposed items indicated to receive stained finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- B. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4.0 kg/cu. m). After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:
1. Wood cants, nailers, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing members less than 18 inches (460 mm) above grade.
 4. Wood floor plates installed over concrete slabs directly in contact with earth.
- C. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m).
- D. Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWPAC4 to cut surfaces. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

8.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of Spruce Pine Fir #2 grade according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.

8.5 ENGINEERED WOOD PRODUCTS

- A. General: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that evidence compliance with building code in effect for Project.
1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Laminated-Veneer Lumber: Lumber manufactured by laminating wood veneers in a continuous press using an exterior-type adhesive complying with ASTM D 2559 to produce members with grain of veneers parallel to their lengths and complying with the following requirements:
1. Extreme Fiber Stress in Bending: 2900 psi (17 MPa) for 12-inch nominal- (286-mm actual-) depth members.
 2. Modulus of Elasticity: 2,000,000 psi (13 800 MPa).
 3. Tension Parallel to Grain: 1850 psi (13 MPa).
 4. Compression Parallel to Grain: 2800 psi (19 MPa).
 5. Compression Perpendicular to Grain: 400 psi (3 MPa) perpendicular to and 500 psi (3.5 MPa) and parallel to glue line.
 6. Horizontal Shear: 285 psi (2 MPa) perpendicular to and 190 psi (1.3 MPa) parallel to glue line.

C. Parallel-Strand Lumber: Lumber manufactured by laying up wood strands using an exterior-type adhesive complying with ASTM D 2559, and cured under pressure to produce members with grain of strands parallel to their lengths and complying with the following requirements:

1. Extreme Fiber Stress in Bending: 2900 psi (20 MPa) for 12-inch nominal- (286-mm actual-) depth members.
2. Modulus of Elasticity: 2,000,000 psi (13 800 MPa).
3. Tension Parallel to Grain: 2400 psi (16.5 MPa).
4. Compression Parallel to Grain: 2900 psi (20 MPa).
5. Compression Perpendicular to Grain: 400 psi (3 MPa) perpendicular to and 600 psi (4.1 MPa) and parallel to wide face of strands.
6. Horizontal Shear: 210 psi (1.4 MPa) perpendicular to and 290 psi (2 MPa) and parallel to wide face of strands.

8.6 FASTENERS):

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel. Due to changes in wood preservatives and their associated increased potential for corrosion, all metal fasteners (i.e. nails, bolts, washers, etc.) and hangers in contact with pressure treated wood shall be stainless steel – galvanized steel is not satisfactory.

B. Nails, Wire, Brads, and Staples: FS FF-N-105.

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)

F. Bolts: Steel bolts (connections to wood only) complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, (where indicated flat washers).

8.7 METAL FRAMING ANCHORS

A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and as follows:

1. Research or Evaluation Reports: Provide products for which model code research or evaluation reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with building code in effect for Project.
2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
3. Due to changes in wood preservatives and their associated increased potential for corrosion, all metal fasteners (i.e. nails, bolts, washers, etc.) and hangers in contact with pressure treated wood shall be stainless steel – galvanized steel is not satisfactory.

B. Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.

1. Thickness: 0.064 inch (1.6 mm).

C. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.

1. Strap Width: 2 inches (50 mm).

2. Thickness: 0.064 inch (1.6 mm).
- D. Bridging: Rigid, V-section, nailless type, 0.064 inch (1.6 mm) thick, length to suit joist size and spacing.
- E. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch (25 mm) above base and with 2-inch (50-mm) minimum side cover, socket 0.064 inch (1.6 mm) thick, standoff and adjustment plates 0.108 inch (2.8 mm) thick.

PART 9 - EXECUTION

9.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Apply field treatment complying with AWWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 2. Published requirements of metal framing anchor manufacturer.
 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
 4. Massachusetts Building Code, 8th Edition.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- G. Use stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- H. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

9.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
- B. Install permanent grounds of dressed, preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

9.3 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Install framing members of size and at spacing indicated.

D. Do not splice structural members between supports.

9.4 FRAMING

- A. General: Install framing with crown edge up and support ends of each member with not less than 1-1/2 inches (38 mm) of bearing on wood or metal, or 3 inches (76 mm) on masonry. Attach framing as follows:
1. Where supported on wood members, by using metal framing anchors.
 2. Where framed into wood supporting members, by using metal joist hangers.
- B. Do not notch in middle third of span; limit notches to 1/6 depth of joist. Do not bore holes larger than 1/3 depth of member; do not locate closer than 2 inches (50 mm) from top or bottom.
- C. Anchor members paralleling masonry with 1/4-by-1-1/4-inch (6-by-32-mm) metal strap anchors spaced not more than 96 inches (2438 mm) o.c. extending over and fastening to 3 joists. Embed anchors at least 4 inches (100 mm) into masonry with ends bent at right angles 4 inches (100 mm) into grouted masonry.

END OF SECTION 06100